

1 MICHAEL COSENTINO, ESQ., State Bar No. 83253  
2 Attorney at Law  
3 P.O. Box 129  
Alameda, CA 94501  
Telephone: (510) 523-4702

4 Attorney for Plaintiff  
United States of America

FILED  
08 APR 22 PM 2:57  
RICHARD W. HERRING  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

6 E-filing

7  
8 IN THE UNITED STATES DISTRICT COURT  
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA

10  
11 UNITED STATES OF AMERICA,

12 Plaintiff,

13 v.

14 SELA MALU aka S. MALU aka SELA FUKA,

15 Defendant(s).  
16 \_\_\_\_\_

CV 08

2075

Case No.

SLM

COMPLAINT

(Student Loan\Debt Collection Case)

17 Plaintiff, through its attorney, alleges:

18 1. Jurisdiction: The Court has jurisdiction of this action under 28 U.S.C. Section  
19 1345.

20 2. Defendant resides in the Northern District of California.

21 FIRST CAUSE OF ACTION

22 3. Defendant owes plaintiff \$2,819.22, plus additional interest and costs  
23 according to the Certificate of Indebtedness, a copy of which is annexed hereto as Exhibit  
24 A.

25 SECOND CAUSE OF ACTION

26 4. Defendant owes plaintiff \$1,323.51, plus additional interest and costs  
27 according to the Certificate of Indebtedness, a copy of which is annexed hereto as Exhibit  
28 B.

THIRD CAUSE OF ACTION

5. Defendant owes plaintiff \$3,011.47, plus additional interest and costs

1 according to the Certificate of Indebtedness, a copy of which is annexed hereto as Exhibit  
2 C.

3  
4 WHEREFORE, plaintiff demands judgment against defendant for the sum of  
5 \$7,154.20, additional interest to the date of judgment, attorney's fees in the amount of 33%  
6 of the debt, and court costs.

7  
8 Date: April 18, 2008



9  
10 LAW OFFICE OF MICHAEL COSENTINO  
11 By: MICHAEL COSENTINO  
12 Attorney for the Plaintiff  
13 United States of America  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA

## CERTIFICATE OF INDEBTEDNESS #1 OF 3

Sela Malu  
AKA S. Malu, Sela Fuka  
3004 Jefferson Ave.  
Redwood City, CA. 94062-2958  
Account No. 9876

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 08/28/07.

On or about 11/27/87, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00 from The Bank of Horton, Horton, KS. at 8.00 percent interest per annum. This loan obligation was guaranteed by Higher Education Assistance Foundation, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$17.36 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 05/19/89, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,819.22 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 03/26/93, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$50.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$2,819.22
Interest:	\$4,055.17
Total debt as of 08/28/07:	\$6,874.39

Interest accrues on the principal shown here at the rate of \$0.62 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 10/23/07

  
Loan Analyst  
Litigation Support

EXHIBIT A

**U. S. DEPARTMENT OF EDUCATION**  
**SAN FRANCISCO, CALIFORNIA**

**CERTIFICATE OF INDEBTEDNESS #3 OF 3**

Sela Malu  
 AKA S. Malu, Sela Fuka  
 3004 Jefferson Ave.  
 Redwood City, CA. 94062-2958  
 Account No: 9876

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 08/28/07.

On or about 12/02/88, the borrower executed promissory note(s) to secure loan(s) of \$1,125.00 from Bank of America, Pasadena, CA. at a variable rate of interest to be established annually by the Department of Education. This loan obligation was guaranteed by California Student Aid Commission/Ed Fund, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 06/27/90, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$1,323.51 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 02/12/00, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$1,323.51
Interest:	\$1,876.18
 Total debt as of 08/28/07:	 \$3,199.69

Interest accrues on the principal shown here at the current rate of 8.20 percent and a daily rate of \$0.30 through June 30, 2008, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 10/23/07

Name: *Lynda Gatalale*  
 Title: Loan Analyst  
 Branch: Litigation

**EXHIBIT B**



U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA

## CERTIFICATE OF INDEBTEDNESS #2 OF 3

Sela Malu  
AKA S. Malu, Sela Fuka  
3004 Jefferson Ave.  
Redwood City, CA. 94062-2958  
Account No. 9876

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 08/28/07.

On or about 12/02/88, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00 from Bank of America, Pasadena, CA. at 8.00 percent interest per annum. This loan obligation was guaranteed by California Student Aid Commission/Ed Fund, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 05/29/91, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$3,011.47 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 02/12/00, assigned its right and title to the loan to the Department.

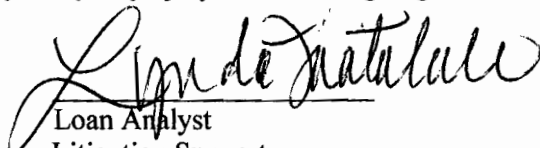
Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$3,011.47
Interest:	\$3,681.75
Total debt as of 08/28/07:	\$6,693.22

Interest accrues on the principal shown here at the rate of \$0.66 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 10/23/07

  
Loan Analyst  
Litigation Support

**EXHIBIT C**